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 NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Oil, Gas and Mineral Lease (hereinafter referred to as the "Lease") dated the 17th day of March, 2006, by and between **Alvin J. Woods and wife, Dena Wells Woods, as Trustees of the A. Jay Woods and Dena W. Woods Revocable Living Trust**, as Lessor, and Dale Resources, L.L.C. as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which lease is recorded by Memorandum in Document Number **D206139719** in the Public Records of Tarrant County, Texas covering the following described land in Tarrant County, Texas, to wit:

27.56 acres of land, more or less, out of the John Russell Survey, Abstract 1278, Tarrant County, Texas, being more particularly described by metes and bounds in that certain deed dated March 6, 1956, from A. B. Broughton and wife, Nora J. Broughton, as Grantor, to Alvin Jay Woods and wife, Dena Wells Woods, as Grantee, recorded in Volume 2970, Page 542, of the Deed Records of Tarrant County, Texas.

Whereas the Lease was subsequently assigned to Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., and whose address in P.O. Box 18496, Oklahoma City, OK 73118 ("Assignee")

Whereas it is the desire of the parties to amend said Lease.

Now Therefore, the undersigned do hereby delete from paragraph 3 the following language:

“; and the making of such payments shall not be effective to extend this Lease for a period of more than one year consecutively, or two years cumulatively; at which time this Lease shall terminate if there is no production of oil, gas or other mineral form the land covered by this Lease or land with which said land is pooled hereunder”

And in its place do hereby insert the following language:

“; and the making of such payments shall not be effective to extend this Lease for a period of more than three years cumulatively; at which time this Lease shall terminate if there is no production of oil, gas or other minerals from the land covered by this Lease or land with which said land is pooled hereunder”

Furthermore, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake Exploration, L.L.C., the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

EXECUTED the 15th day of March, 2010, but for all purposes effective as of March 17, 2006.

LESSOR

The A. Jay Woods and Dena W. Woods Revocable Living Trust

Dana C. Woods

Dena Wells Woods, Trustee

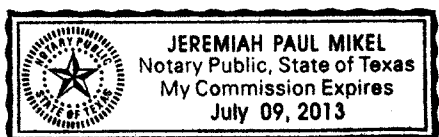
By: Dan Woods, Power-of-Attorney for Dena Wells Woods

THE STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 15th day of March, 2010, by Dan Woods, Power-of-Attorney for Dena Wells Woods, trustee of the A. Jay Woods and Dena W. Woods Revocable Living Trust, on behalf of said trust.



Jeremiah P. Mikel

Notary Public, State of Texas

Jeremiah P. Mikel

(printed name)

(Stamp/Printed Name of Notary and Date Commission Expires)

ASSIGNEE

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By:

[Signature]
Henry J. Hood, Sr. Vice President—Land
and Legal and General Counsel *sw* *[Signature]*
BN

TOTAL E&P USA, INC.,
a Delaware corporation

By:

[Signature]
Eric Bonnin, Vice President-Business
Development and Strategy *[Signature]*

THE STATE OF Oklahoma §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on the 17th day of March, 2010, by Henry J. Hood, Executive Sr. Vice President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed of such limited liability company on behalf of said limited liability company.

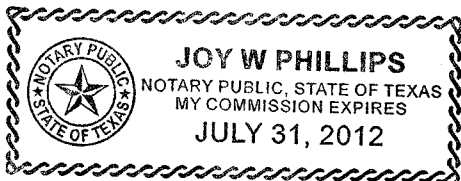


Elizabeth Christensen
Notary Public, State of OK
Elizabeth Christensen
(printed name)

(Stamp/Printed Name of Notary
and Date Commission Expires)

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on the 5 day of May, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation as the act and deed on behalf of such corporation.



Joy W Phillips
Notary Public, State of _____

(printed name)

(Stamp/Printed Name of Notary
and Date Commission Expires)

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE PROPERTY SERVICES

500 TAYLOR ST
FORT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/7/2010 9:23 AM

Instrument #: D210247503

OPR

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PGS

\$24.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210247503

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK